G.R.S. IX—5]

Previous references.

G 7 270-20 Sl 1-5
Legis 60-21 Notes

1922.

(G.F.)

File No. 63-22

Serial Nos. 102

Later references.

G.F. 177. 29. 122
90: 180-28 Sl 1-5
N: m. P. 8.6 (1-4)
I&C 76-30 (1-5)
" 329-42 (1-5)

Preserve
Jmt
3.11.63

GENERAL AND REVENUE SECRETARIAT.

P29-E

Serial Nos. 2

Part B for January 1923

SUBJECT

Provident Fund Rules for the staff of the Mysore Spinning & Manufacturing Co. Ltd.

2) Fe 3240 & 17-1-1923 to the Agent, Mr. Mysore Spinning & Mfg Co. Ltd, Bangalore.

States that it is not possible to comply with his application.

147

G. R. S. III-2]

General and Revenue Secretariat.

G. P. File No. 63 of 19 22

Serial No. 1

No A 21622 dt 2. 12. 22 from Messrs. N. Somi & Co, Agents of the Mysore Spinning Mfg Co, Mysore forwarding Co of Mysore forward Copy of their Provident Fund Rules & solicit the extension of the Civil P F Regulation 10 of 1916 thereto.

A Copy of the Regulation 10 of 1916 is put up. Though Section 60 of the Regulation seems to distinctly provide for such extension at the discretion of Govt, keen difficulty has been felt in previous instances in the practical application with the result that such applications had to be rejected.

A Similar reference was received from the Mysore Bank Ltd, in the Course of discussion of which several important views crept in for solution, & it was not found feasible to grant the extension of the Regulation in full on the ground that there were certain wide disparities between the Bank's rules & the provisions of the Regulation 10 of 1916. The Bank was replied to as in flag N.

The note of discussion are to be found in the Collections G. P. 290 of 20 and Legis 60 of 21 obtained & put up.

NOTE—Contn. sheet.

G. R. S. III-2]

General and Revenue Secretariat.

G. R. File No. 63 of 19 21

Serial No.

In the present reference also the Secy. same difficulty is present itself.

Rule 21 of the Company's P. F. Rules or Rule 5 of the Pamphlet appended to P.F.R. authorises the Company to retain a percentage Charge upon the amount at the Credit of the depositor from time to time. This provision is repugnant to the Clause 2 of Section 60 of our Regulation. The Company appears to be unwilling to entertain the Company's request, unless they are inclined to frame their P.F. Rules in strict keeping with the ideas enunciated in our Regulation, on the analogy of the instance produced above.

Subd for orders

6/1. BM. SV

Please put up draft reply on the lines of No. R 12537/25. D - 21 & refer file below

6/23.

Subd with a draft according for approval

6/1 BM SV

Secy

6/23

6/23

NOTE—Contn. sheet.

24518

Head Office: BOMBAY.

N. SIRUR & Co.
AGENTS.

TELEGRAMS:
"Chamundi" BOMBAY.
"Chamundi" BANGALORE.

The Mysore Spinning & Manufacturing Co., Ltd.

Bangalore, 8th December *192* 2

No. A2142 22.

DIARY No. 1147

1922 — 1923
Section G.3
File No. 63 of 22.
Enclosure No. 1.

The Chief Secretary to
Government of H.H.The Maharaja of Mysore,
Bangalore.

Sir,

We have the honour to inform you that in accordance with the suggestions made to us by the then Financial Secretaries Messrs - Basu & Chakravarti, a Fund called the "Staff Provident Fund" was established by us in March 1913,in order to ensure a provision to our staff in oldage or disability and to their families in case - of death. Our Company having been already registered in the - - Mysore State according to the Limited Company's Registration Act, we deem it necessary to safe guard its interests by extending the provisions of the Mysore Provident Fund Regulation No.IX of 1916 to the Company's Provident Fund.

In view of this, we beg to send herewith a copy of our Staff Provident Fund Rules and request that the provisions of Regulation No.IX of 1916 may kindly be extended to Company's Provident Fund by necessary notification etc in the Official Gazette,as per - -- clause 6 of the said Regulation.

We have the honour to be,
Sir,
Your most obedient servants,

N. Sirur

MANAGER.

Encl.1.

The Mysore Spinning and Manufacturing Company, Limited.

Staff Provident Fund Rules.

1. These Rules shall take effect as from 1st March 1913.

2. In these Rules salaries shall not include any bonus, commission, allowance or any other benefit outside the fixed salaries received by the Employés.

3. "The Company" shall mean The Mysore Spinning and Manufacturing Company, Limited. "The Fund" shall mean the Staff Provident Fund of the Company. "A member" shall mean a servant of the Company entitled to be a member of the Fund, who has signed the agreement to become a member in the form annexed to these rules.

4. The management of the Fund shall be vested in the Company or such person or persons as the Company may from time to time at its absolute discretion appoint.

5. It shall be compulsory upon all Employés of the Company who are on the permanent establishment and who are receiving monthly fixed salaries at the rate of Rs. 10 or upwards to become members of the Fund. Every such Employé shall sign an agreement to become a member in the form annexed to these Rules.

6. The Company acting through its Agents reserve to itself the right to exclude any servant from joining the Fund.

7. Every member shall subscribe to the Fund every month a sum equal to five per cent. of the amount of his monthly salary and his subscription shall be deducted by the Company from his salary.

8. The subscription of any member absent on leave shall during the period of such absence be assessed only on the salary allowed during such absence.

9. All subscriptions of members and monies from time to time paid by the Company to the credit of the Fund under these Rules shall be held by the Company for the benefit of the members subject to these Rules. Separate books of account relating to the Fund shall be kept by the Company in which each member shall from time to time be credited with (a) the amount of his subscription, (b) his proportion of the bonus credited to the Fund under Rule 10, and (c) the half yearly interest under Rule 11.

10. After the General Meeting of the Company has been held in each year, the Company will, if any bonus shall have been sanctioned by such General Meeting for payment to the staff, credit to the Fund the amount of such Bonus or so much thereof as shall be attributable to the Employés of the Company who are members of the Fund.

11. All amounts standing to the credit of members shall be credited by the Company with four per cent. simple interest half yearly. Such interest will be calculated on the balance at the credit of account as at the end of the half year immediately preceding the half year when the interest is credited.

12. Except as is by these Rules expressly provided, no member or his representative or representatives shall be entitled to any payment to him or to them in respect of his interest in the Fund.

13. Every member should nominate a person to whom the amount standing to his credit in the Fund shall be payable in the event of his death, while in the service of the Company, or before his claim on the Fund shall have been discharged, and should keep up the nomination, and if the nominee is a minor, the member should at the time of nomination, also appoint a person of full age, to whom the amount standing at the member's credit is to be paid on behalf of the minor nominee, in the event of the member dying before the minor nominee attains his majority. If any person so appointed predeceases the member before the minor nominee has attained his majority, the member should forthwith appoint another person of full age to receive the amount on behalf of the minor

nominee, and from time to time forthwith make a fresh appointment when this is necessitated by the appointee's death as aforesaid.

14. Every such nomination and appointment as aforesaid must be in writing signed by the member and attested by a witness, and must be sent to and registered in the Office of the Company, where it will be retained for record. The nominee named in any such written nomination or appointment when so registered as aforesaid shall be and remain fully entitled to receive and give discharges for such amount as is due and payable to the member in respect of what is standing to his credit in the Fund until the nominee's decease or until his nomination or appointment has been revoked as hereinafter mentioned. A nomination and appointment once made in writing and registered as aforesaid can only be revoked when the nomination or appointment in writing of a fresh nominee under the hand of the member and attested by a witness has been made and duly registered in the Office of the Company.

15. Notwithstanding any subsequent nomination or appointment of a fresh nominee, payment made to a former nominee, registered as aforesaid, if the subsequent nomination and appointment has not been received by and placed before the Agents of the Company for registration, shall be a complete discharge and shall exonerate the Company from all claims.

16. On the death of a member the amount standing to his credit in the Fund shall be paid either to his nominee as provided above, or, if his nominee is a minor at the time such amount is payable, to the person for the time being appointed to receive such amount on behalf of the minor nominee, irrespective of the period for which the member may have served, but subject to any claim of the Company under Rule 21.

17. If a member has failed to nominate or to keep up the nomination of the receiver or in the case of a minor nominee has failed to duly appoint a person of full age under Rule 13, or to keep up such appointment as therein provided, then the Company shall (subject to these rules) pay to the person entitled thereto under any Probate, Letters of Administration

or Succession Certificate the amount standing to the credit of the member in the Fund. Provided always that the Company may at their discretion pay the said amount or any part thereof to the widow or widows of a deceased member or his child or children or his her or their guardian or other relative of a deceased member without any representation being obtained to his estate, and the receipt of any person to whom the said amount may be so paid shall be and operate as a complete and valid receipt and release in respect of such payment.

18. On any member voluntarily resigning the service of the Company after giving one month's notice of his intention to do so (without the existence of any cause justifying his lawful dismissal) the Company shall pay to him the aggregate amount subscribed by him to the Fund and shall in respect of the balance remaining to his credit in the books of the Company pay to him such sum only as according to his length of service with the Company he may be entitled having regard to the following provisions, that is to say:—

(*a*) If he shall have served continuously for three years but less than six years, one-fourth of such balance.

(*b*) If he shall have served continuously for six years but less than nine years, half of such balance.

(*c*) If he shall have served continuously for nine years but less than twelve years, three-fourths of such balance.

(*d*) If he shall have served continuously for twelve years or more, the whole of such balance. For the purpose of this rule the period of service with the Company previous to 1st March 1913 shall be taken into account.

The sum remaining with the Company to the credit of a member after any payment under (*a*) (*b*) or (*c*) shall belong to and be retained by the Company.

19. In the case of any member retiring with the previous written sanction of the Board of Directors or Agents of the

Company owing to personal injury sustained in the course of his employment, illness, insanity, old age, or any other reason considered adequate by the Board, the Company shall (subject to these rules) pay to such retiring member or any relative of an insane member the amount standing to his credit in the books of the Company as at the date when the account was made up last preceding such retirement plus the full amount of the subscription he shall have paid for the current year.

20. If any member shall be dismissed from the Company's service or leaves without giving one month's notice, the Company shall (subject to these rules) pay to him the aggregate amount subscribed by him only, without any interest thereon, provided that the Company may at any time at its absolute discretion pay to any such dismissed member the amount or any part thereof to which he would have been entitled under Rule 18, if he had voluntarily retired from the service of the Company and had not been dismissed. The sum remaining with the Company to the credit of such member after any payment under this Rule shall belong to and be retained by the Company.

21. The Company shall have a paramount charge upon the amount from time to time standing to the credit of any member for and in respect of all losses, damages, costs and expenses which the Company may at any time sustain or be put by reason of embezzlement, default or negligence of such member.

22. In case any member shall either in writing or verbally or otherwise divulge, disclose or communicate any of the secrets, business or affairs of the Company, the Company shall be entitled to deal with such person and with the amount standing to his credit in the same manner as is provided in Rule 20, without prejudice to the rights and claims of the Company against such member either by law or under any special agreement or otherwise.

23. No member shall be entitled to transfer, assign, charge, alienate or otherwise dispose of or deal with (whether by way of security or otherwise howsoever) his interest or any part thereof in the Fund or attempt so to do, and no such transfer, assign-

ment, charge, alienation, disposition or dealing shall be valid or effectual, and the Company shall not recognise, or be bound by any equitable or other claim to the interest of any member in the Fund on the part of any other person, or be bound by notice to them of any such transfer, assignment, charge, alienation, disposition and dealing with such interest, and all amounts standing to the credit of a member so transferring, assigning, charging, alienating, disposing or dealing with his interest in the Fund shall forthwith *ipso facto* be forfeited and irrecoverable as from the date of such transfer, assignment, charge, alienation, disposition or dealing, and further if any prohibitory order or attachment or process of any Civil Court be served upon the Company or any person on their behalf by which any money standing to the credit of any member shall be attached, or should such member be adjudicated an Insolvent or make any composition with his creditors, such money shall forthwith and *ipso facto* be forfeited to the Company, provided that the Company shall be at liberty (but not under any legal or other obligation to do so), if they shall think fit at any time thereafter, to give such money or any part thereof to the benefit of such member or his wife, children or relatives.

24. It shall be lawful to the Company from time to time and at any time hereafter to alter, vary, modify, rescind or add to these rules and regulations or any of them, but no such alteration, variation, modification, rescission or addition shall affect the rights of any member with respect to the amount then standing to his credit.

The Mysore Spinning & Manufacturing Company, Limited.

STAFF PROVIDENT FUND.

FORM OF AGREEMENT.

I hereby agree to become a member of the Staff Provident Fund of the Mysore Spinning and Manufacturing Company Limited and to subscribe to that Fund whilst in the service of the Company in accordance with the rules of which a copy has been supplied to me, and I agree to comply with and to be bound by those Rules.

Name,_____

Address,_____

_____

Date,_____

Signature,_____

Witness to Signature.

The Mysore Spinning and Manufacturing Company, Limited.

STAFF PROVIDENT FUND.

FORM OF DECLARATION.

I hereby declare the following to be the name and address of the person who, in the event of my death, will be entitled to receive payment of any amount that may be then standing to my credit in the Staff Provident Fund of the Mysore Spinning and Manufacturing Company, Limited.

Name, _____

Address, _____

_____

Date, _____

Signature, _____

Witness to Signature.

G. R. S. VI—G/32]

SUBJECT.....

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Diary No. of letter replied to——————

General and Revenue Secretariat

( )

, *the* 191 .

Date of issue 17/1/23

Signed by W. MacRae for Chief Secretary

Section G 8

File No. 63 of 22

Serial No 2.

No. H 3290.

Dated 17th January 1923

To Messrs N. Siva & Co

Agents, The Nyasa Spinning & Manufacturing Co Ltd.

Blantyre

Gentlemen,

With reference to your letter No. A 2142/22 dated 8.12.22 ~~requesting that the provisions of the Provident Fund Regulations 1920 may be made applicable to the Staff of the~~ ~~1916 Ordinance~~ under the Ordinance of your ~~Company~~, I am directed to state that the provisions in Rule 21 of the Rules ~~of~~ (over) Sent with letter for having a lien on the amounts to the credit of

B

1871

Rule Civil, is not consistent
with the provisions of the Provident Fund
~~Rules as it is~~
Comprehended in the Regulation
IX of 1916, & that it is therefore
not possible to ~~sanction~~ the Compliance with your
application, unless the Rules
~~of Provident Fund~~ Staff Provident are made to conform to
~~Co-ordinate with~~ the provisions of the
Regulation.

Yours

6/1 8/1 word 8/23 Rly mail 16/120

List of enclosures.

Copied by

Examined by

Government Advocates opinion in Railway File re: Petition from the Asst. Establishment clerk M.A.Krishna Iyengar, praying for the reconsideration of the summary ~~dismissal~~ dismissal order served on him by the Loco Superintendent.

I do not think that there is any inconsistency between Rules 17 and 18 of the Railway Provident Fund and the provisions of Act IX of 1916.

The protection to compulsory deposits afforded by S.4(1) and (2) of the act referred to above is for securing immunity from attachment in execution of a decree or order of any court, the principle observed in this case being the same as in the case of bonuses payable under the Mysore State Life Insurance, in the - interests of the members of the family of the Government servant concerned.

The wording advised by adopted in the Civil Procedure Code (S.60) as also in S.4 (1) of act IX of 1916 implies that the protection applies only against the claims of creditors who happen to be private parties and not to the Government.

Furthermore 4 (2) only refers specifically to the amounts - outstanding to the credit of a subscriber at his death and not to amounts payable to, and claimed by the subscriber during his life time. The expression " debt a liability " in this sub section is more comprehensive no doubt and might in all probability included even a claim made on behalf of Government, but the present case does not come under this category as the subscriber has himself claimed the amount.

There is therefore no inconsistency between the 2 provisions for the reasons stated above.